

## **EAC RFP # 05-10 STATEMENT OF WORK AND CONTRACT TERMS**

### **RESEARCH ASSISTANCE TO THE ELECTION ASSISTANCE COMMISSION TO IMPROVE ELECTION ADMINISTRATION DATA COLLECTION**

**1.0 Background.** EAC conducted three surveys in FY2005: the Election Day Survey, the Military and Overseas Citizens Absentee Ballot Survey, and the National Voter Registration Act (NVRA) Survey. The Election Day Survey is intended to provide a baseline of election administration data which can be used by EAC to identify and prioritize issues for study under Section 241 of the Help America Vote Act (HAVA). Section 703 of HAVA mandates the Military and Overseas Citizens Absentee Ballot Survey, and 11 CFR Part 8 specifies the NVRA Survey requirement. The responsibility for this survey was transferred by HAVA from the Federal Election Commission to the EAC.

In addition to providing input to EAC's research program and fulfilling its mandated reporting requirements, the results of these surveys support the broader EAC goal of better understanding U.S. election administration processes. EAC seeks to improve its data collection efforts so that over time there will be a body of meaningful and reliable national data on election administration topics. The information available today on these topics is mostly anecdotal and ad hoc so that it is difficult to make any general statements about the state of election administration practices and whether the improvements envisioned by HAVA are occurring.

**2.0 Objective.** The objective of this contract is to assist EAC in defining the data collection activities needed to support its goal of providing a fact-based picture of national election administration practices. This will support EAC's efforts to identify possible areas for assisting the States in making further improvements through its research, training, guidance, and clearinghouse activities. This research and analysis effort will help EAC improve its data collection program by identifying what data EAC needs to collect and what data are available from existing sources (e.g., Census Bureau), developing consistent and commonly understood data element definitions, and recommending a data collection methodology, including sources of data. The 2005 surveys provide a starting point for this work.

**3.0 Scope.** The Contractor will begin with an analysis of EAC's FY2005 surveys and the recommendations resulting from that activity. Based on this work, they will produce a report that identifies and focuses the issues for a Working Group comprised of election officials and others with appropriate expertise. The Contractor shall convene the Working Group to review and discuss the research results and develop recommendations for what data EAC should collect, data definitions, and data collection methodology.

The immediate focus of the Working Group is to make recommendations for revisions to the existing survey instruments and data collection methodology for consideration by the EAC and the election community no later than January 2006. This is needed to ensure that the surveys are finalized and ready for distribution to election officials on a timely basis for the 2006 election. Recommendations for longer term data collection efforts will be the secondary focus and can be addressed following completion of recommendations for the surveys for the 2006 election.

#### 4.0 Specific Tasks.

1. *Update the project work plan.* The Contractor shall update the Project Work Plan contained in their proposal and deliver it no later than ten (10) days after contract award. The plan shall describe how the Contractor will accomplish each of the project tasks, and include a timeline indicating major milestones. The plan shall be updated to reflect actual contract start date and any other necessary adjustments to reflect terms of contract award.
2. *Submit progress reports.* The Contractor shall submit a progress report every two (2) weeks through the end of January 2006, and monthly thereafter. This report shall provide a brief summary of the activities performed and indicate progress against the timeline provided in the Project Work Plan. Any issues that could adversely affect the schedule or budget should be identified for resolution. The report falling at the end of the month shall also include an update on budget status.
3. *Conduct periodic briefings for the EAC.* The Contractor shall periodically meet with the EAC Project Manager to discuss research findings and work progress. The Work Plan should make allowance for this activity. The number and frequency of briefings will be determined by the Contractor Project Manager and the EAC Project Manager as the work progresses. The Contractor may also be required to brief the Commission periodically.
4. *Develop a Working Group to assist in identifying data collection requirements, data element definitions, and methodology.* The Working Group shall consist of State and local election officials; members from academia, think tanks, and other research institutions; media representatives; and representatives of election administration stakeholder groups. Working Group participants should have expertise in one or more of the following subject areas: state and local election administration, government performance measurement and evaluation, data collection and survey analysis methodologies. Working Group members must be approved by the EAC Project Manager. This task must be completed no later than 30 days after contract award.
5. *Prepare initial tasking document for Working Group.* The Contractor shall review the data collection results of the three EAC surveys (described above under 1.0 Background) to identify low response and non-response items, and other problematic areas. The Contractor shall review the recommendations provided by Election Data Services (EDS), the EAC survey analysis contractor, and interview appropriate EDS analysts to flesh out issues from their perspective. A preliminary draft version of “Recommendations for Future Data Collection” authored by EDS is included in the RFP materials. The Contractor shall identify the States that appeared to have the most difficulty responding to these surveys and contact them to identify their issues.

The Contractor shall compile a list of the data elements and definitions employed in the EAC surveys. Copies of the survey instruments are included in the RFP materials. The Contractor shall also review and summarize the data collection and analysis methodologies used in these surveys.

The Contractor shall identify surveys covering similar subject matter conducted by other organizations in the past five (5) years and compile comparable data element definitions and methodology information from these surveys. These surveys could be at the local, state, regional or national level in geographic scope. The Contractor shall research other sources for definitions of these terms, including the proposed 2005 Voluntary Voting System Guidelines. This document is posted on the EAC website.

The Contractor shall compile the results of this research and analysis into an initial Tasking Document for the Working Group. The initial document shall focus on near-term improvements and revisions to the existing EAC surveys, so these can be finalized and provided to the election community in a timely manner for data collection during the 2006 election cycle. One methodology question to be addressed is the feasibility of combining the three surveys into one, in order to minimize the data collection and reporting burden on the election community. The Contractor will summarize the other data and methodology issues identified through their research and analysis effort on the existing surveys for consideration by the Working Group. (Longer term issues will be held for the second Working Group session.) The initial Tasking Document shall also contain reference materials, such as alternative data element definitions, that will assist the Working Group in its deliberations. This task must be completed 30 days after contract award.

6. *Convene initial Working Group session and document recommendations.* Define process for Working Group deliberations and disseminate the initial Tasking Document to Working Group members. To facilitate efficient operations, it may be desirable to establish sub-groups to work on the three topics of (1) what data EAC should be collecting, (2) consistent and commonly understood data element definitions, and (3) data collection and analysis methodology recommendations. As indicated above, the focus of this initial Working Group is to recommend improvements to the existing EAC surveys.

The Contractor shall make all logistical arrangements for the Working Group session and prepare any documentation in addition to the Tasking Document. The EAC will reimburse Working Group members for their travel and other authorized expenses. The Contractor shall provide facilitation services and be responsible for conducting this working session. EAC representatives will attend and participate in the deliberations as appropriate. The Contractor shall prepare a draft summary of recommendations for review by the Working Group members. After the Working Group approves this document, it shall be delivered to the EAC. The initial Working Group session should be conducted by mid-November 2005, so that recommendations can be delivered to EAC by mid-December 2005.

7. *Assist EAC in revising surveys.* The Contractor shall assist EAC in revising the existing surveys based on the recommendations of the Working Group. The Contractor shall assist EAC in revising its data collection methodology as required. The Contractor shall assist EAC in field testing the revised surveys and methodology in selected primary elections through May 2006. The Contractor shall assist EAC in drafting the

documentation required to submit the revised surveys to OMB for approval as required by the Paperwork Reduction Act.

8. *Prepare training materials and conduct workshops at election community summer conferences.* The Contractor shall prepare training materials regarding the surveys for promulgation to the election community. The Contractor shall conduct workshops on how to complete the surveys at election community summer conferences. The Contractor shall prepare FAQs and other reference information for posting on the EAC website.

9. *Prepare tasking document for second Working Group session.* In a similar manner to Task 4.5, the Contractor shall prepare a Tasking Document for a second Working Group session. The focus of this session will be longer term considerations regarding EAC's data collection activities. Based on its research and analysis, the Contractor shall prepare a summary of issues for consideration of the Working Group and assemble any reference materials that will assist the deliberation process. This summary shall be organized into the same three topic areas of (1) what data EAC should be collecting, (2) consistent and commonly understood data definitions, and (3) data collection and analysis methodology.

10. *Convene second Working Group session and document recommendations.* In a similar manner to Task 4.6, the Contractor shall convene a second Working Group session. At this session, the Working Group shall review the Tasking Document summary of issues for completeness and add to, or revise, the list of issues as appropriate. The Working Group shall then prioritize these issues and develop recommendations as in the initial Working Group session. The Contractor shall have same responsibilities for conducting and documenting the second Working Group session.

**5.0 Contract Type.** The contract type will be a time and materials.

**6.0 Place of Performance.** The principal place of performance will be the Contractor's place of business. Meetings and occasional work efforts may also be conducted at the EAC offices. Some travel will be required.

**7.0 Period of Performance.** The period of performance is from Date of Award to September 30, 2006.

## **8.0 Schedule of Deliverables**

1. Project Plan	10 days after Date of Award
2. Progress Reports	Monthly
3. Briefings	As required
4. Initial tasking document for Working Group	30 days after Date of Award
5. Initial Working Group Recommendations	January 2006
6. Revised EAC survey instruments	May 2006
7. Training materials	June 2006

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| 8. Tasking document for second Working Group | February 2006 |
| 9. Second Working Group recommendations      | April 2006    |

**Unless otherwise indicated, all documents must be submitted electronically in Word format and in hard copy by the Contractor Deadline indicated in Section 8.0 "Schedule for Deliverables" to the EAC Project Manager.**

**9.0 Inspection and Acceptance Criteria.** Final inspection and acceptance of all work performed, reports, and other deliverables will be performed at the offices of the EAC. The EAC Project Manager shall be the Contracting Officer's Representative (COR) and will define, review, and approve all work.

**10.0 Invoicing.** Invoices may be submitted monthly using Standard Form 1034, Public Voucher for Purchases and Services Other Than Personal. Invoices shall be delivered to the attention of:

Ms. Diana Scott  
Administrative Officer  
U.S. Election Assistance Commission  
1225 New York Avenue, N.W., Suite 1100  
Washington D.C. 20005.

**11.0 Accounting and Appropriation Data.** Funding is available for this contract.

**12.0 Contract Terms.** The contract clauses included in this document are the provisions governing this contract. The "Purchase Order Terms and Conditions" on the back of GSA Form 300 do not apply. This form is used only for the purpose of processing contract financial data.

**13.0 General Provisions.**

1. *Proposal Incorporated.* The Contractor's proposal is incorporated by reference into the Statement of Work.

2. *Inspection / Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The EAC reserves the right to inspect and review any services that have been tendered for acceptance. The EAC may require correction or re-performance of nonconforming services at no increase in contract price. The EAC must exercise its post-acceptance rights within ten (10) days after the defect was discovered or should have been discovered.

3. *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement signed by authorized representatives of both parties.

4. *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). The Contractor shall proceed diligently with performance of services, pending final resolution of any dispute arising under the contract.

5. *Excusable Delays.* The Contractor shall be liable for defaults unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as acts of God or the public enemy, acts of Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the EAC, in writing, as soon as possible after the beginning of an excusable delay. The Contractor shall explain the basis for the excusable delay, and correct the problem as soon as possible. The Contractor shall notify the EAC, in writing, at the end of the delay.

6. *Other Compliances.* The Contractor shall comply with all applicable Federal, State, and local laws, executive orders, rules and regulations applicable to its performance under this contract.

7. *Compliance with Laws Unique to Government Contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327 et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409, relating to whistle blower protections, 49 U.S.C. 40118, and 41 U.S.C. 423 relating to procurement integrity.

8. *Limitation of Government Liability.* In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding the total amount of the contract amount. The Contractor is required to notify the Contracting Officer's Representative in writing when 75% of contract funding has been committed.

9. *Termination for Convenience.* The EAC, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the Government. If this contract is terminated, the rights, duties, and obligations of the parties, including compensation to the Contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulations in effect on the date of this contract.